



E-17-241-08-29

**Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629**

August 22, 2017

Texas Energy Consultants  
Attn. Robert Peña Jr.  
2516 West Freddy Gonzalez Dr.  
Edinburg, TX 78539

via email: [robjrpena@texas-kwh.com](mailto:robjrpena@texas-kwh.com)

TERM: SEPT. 07, 2017 THRU SEPT 06, 2018

**Re: HB Form 1295 Required/Renewal/Extension Notice**  
**Contract/Renewal# C-15-028-09-01-Hidalgo County - "Professional Energy Consulting Services-Hidalgo County"**

Dear Mr. Peña'

Be advised, that in order to proceed with the County's option to extend/renew its **One (1) year renewal term, under the same rates, terms and conditions as provided in the current contract** with **Robert Peña Jr. dba/ Texas Energy Consultants**. for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

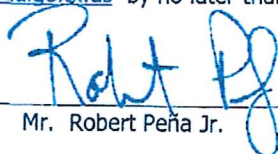
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of **Form 1295**, provide **Reference No. E-17-241**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on August 29, 2017**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed **by no later than Thursday, August 24, 2017**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by no later than date reflected above.

By:

  
Mr. Robert Peña Jr.

Date: 08/22/2017

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

*Martha L. Salazar*

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv  
Enclosures

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2017-252934

Date Filed:  
 08/22/2017

Date Acknowledged:  
 08/24/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Robert Pena Jr dba Texas Energy Consultants  
 Edinburg, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

The County of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-15-028-09-01  
 Reference No. E-17-241

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pena, Robert	EDINBURG, TX United States		X

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

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C-15-028-09-01  
 Reference No. E-17-241

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pena, Robert	EDINBURG, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Robert Pena Jr*  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Pena, Jr., this the 22<sup>ND</sup> day of AUGUST 2017, to certify which, witness my hand and seal of office.

Alexandria Alexis Hausman Alexandria Alexis Hausman NOTARY  
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> I Insurance Group 1021 S. Main Street, Suite 102  Grapevine TX 76051		<b>CONTACT NAME:</b> Brandi Clay <b>PHONE (A/C, No, Ext):</b> (866) 935-6442 <b>FAX (A/C, No):</b> (866) 559-8744 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> Texas Energy Consultants 2516 W Freddy Gonzalez Dr Ste B Edinburg TX 78539		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Casualty &amp; Surety II</td> <td>19046</td> </tr> <tr> <td>INSURER B: Hiscox Insurance Company</td> <td>10200</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty & Surety II	19046	INSURER B: Hiscox Insurance Company	10200	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER:** 17-18 MASTER CERT 2      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6807G742901	1/25/2017	1/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liability \$ 10,000
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CUP2J642246	1/25/2017	1/25/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB7G745939	1/25/2017	1/25/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			MPL191049717	2/20/2017	2/20/2018	Aggregate Limit \$2,000,000 Each Claim \$1,000,000

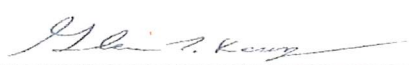
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

County of Hidalgo  
 2821 Business Highway 281  
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glenn Kearby/BRANDI 

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THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**CONTRACT FOR CONSULTING SERVICES**  
**C-15-028-09-01**

THIS AGREEMENT is made on the 1<sup>st</sup> day of September, 2015 by and between

**HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Robert Peña Jr. dba /Texas Energy Consultants** (hereinafter "Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter;

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County the consulting services required by Hidalgo County in connection with "**Professional Energy Consultant Services**" (the "Project"). Consultant responded to County requested proposals to assist the County in providing consulting services for the Project. The services include, but are not limited to, the items listed on Exhibit "A", which is attached and made a part of this Contract.
2. Consultant will report any problems or recommended changes in the Implementation of "**Professional Energy Consultant Services**" to Hidalgo County.
3. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Exhibit "B", which is attached to and made a part

of this Contract.

4. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent Contractor and is not an employee of County or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant agree that either party may terminate this Contract without cause

upon thirty (30) days written notice to consultant. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant at the time of termination under this Contract will be due and payable to Consultant within thirty (30) days following the date of Contract termination.

6. Consultant may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence **September 07, 2015** and terminate **September 06, 2017** with Hidalgo County's option to extend one (1) additional year. If within 90 days of retail electric services contract expiration the County, at County's option, elects to renew or extend this Contract with the same terms and conditions, then this Contract will extend for the same period as the retail electric services contract.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall

be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas  
Attn: County Judge  
100 East Cano St, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Consultant(s): Texas Energy Consultants  
Attn: Robert Peña Jr.  
2516 West Freddy Gonzalez Dr  
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time at it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Contract shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Contract shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

20. Ethical Provision. It is understood that the employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Contract, County may terminate this Contract upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant duties under this Contract.

23. Representation and Warranties. Consultant represents and warrants to County all representations and warranties of Consultant as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause, in the manner herein provided. Consultant acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant as herein contained as a material inducement to County to enter into the Contract.

24. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON September 1st, 2015.

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P

By: [Signature]  
Stephen L. Crain

Date: 9-2-15

COUNTY OF HIDALGO, TEXAS

By: [Signature]  
Ramon Garcia , County Judge

Date: 9/3/15

APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/1/15 [Signature]

ATTEST:

[Signature]  
Arturo Guajardo, Jr., County Clerk

Date: \_\_\_\_\_

TEXAS ENERGY CONSULTANTS

By: [Signature]

Printed Name: Robert Peña Jr.

Title: Owner

Date: 9-3-15

## TEXAS ENERGY CONSULTANTS

Edinburg Office  
2516 West Freddy Gonzalez Dr.  
Edinburg, TX 78539  
956-207-3644

### PROPOSED FEE SCHEDULE

- B. **Option 2:** Flat rate fee schedule of \$40,000 per year with monthly billings of \$3,333 per month for the duration of the term of the retail energy contract approved by Commissioners Court.\*

Scope of Work for this schedule includes the objective of competitively securing the lowest possible energy market price by:

1. Drafting the bid parameters for equality & completion of pricing offers.
2. Promote offers from state energy companies that are aggregators, cooperatives, State GLO program, independents such as STAP, etc.
3. Conduct an objective & quantitative analysis of bids.
4. Receive, tabulate & analyze submittals. Such as pricing parameters, contract parameters such as hidden fees or costs, "blend & extend", market fluctuations & pricing adjustments, etc.
5. Prep bid tab grid for presentation to Comm Court, i.e. top 3 or 4
6. Make presentation & recommendation to Court.
7. Ensure contract implementation with all meters included.
8. Assist with meter additions or deletions throughout term of the agreement.
9. Review of monthly billings & audits on a quarterly basis to ensure contract parameters & pricing are being met.
10. Review & audit of previous year's monthly billing for inaccuracies, energy demand load adjustments, etc.
11. Review & audit of pricing adjustments, fees & TDSP charges.
12. Secure reimbursements for incorrect data, market adjustments or pricing inaccuracies that resulted from the billing audit & review of data.
13. Review & determine alternative energy solutions for the County. i.e. energy conservation & savings, alternative energy solutions such as solar, L.E.D., & renewable.

\*Payment for term of the energy contract is a common industry practice recognized by all retail energy providers.

**APPROVED**

AI-61177  
CC CONSENT

Purchasing Department 9. C.  
Hidalgo County

**Meeting Date:** 08/29/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

Acceptance and approval to exercise the County's option to extend/renew its final one (1) year renewal term, under the same rates, terms and conditions as provided in the current contract with Robert Peña Jr. d/b/a **Texas Energy Consultants** for the provision of "**Energy Consulting Services**" subject to compliance with HB 1295.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017

**ACCT. #:** 7-1100-415-00-115-002-0-339

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

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**Attachments**

Dept Approval to Renew

Renewal Letter-1295-Insurance

contract

Sign-Renewal-1295-Insurance

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**Form Review**

**Inbox**

**Reviewed By**

**Date**

Purchasing - Internal

Marty Salazar

08/24/2017 12:13 PM

Budget & Management

Veronica Ortiz

08/24/2017 02:24 PM

Final Approval

Monica Salinas

08/24/2017 05:37 PM

Form Started By: Yolanda Velasquez

Started On: 08/15/2017 01:31 PM

Final Approval Date: 08/24/2017